

ARTICLES, STATEMENTS, AND
SALARY SCHEDULES AGREED TO FOR
July 1, 1993 to June 30, 1994
and
July 1, 1994 to June 30, 1997

Between the
HAMILTON TOWNSHIP ADMINISTRATORS'/SUPERVISORS' ASSOCIATION
AND THE
HAMILTON TOWNSHIP BOARD OF EDUCATION

Adopted by the
Hamilton Township Board of Education

Date: December 21, 1994

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ARTICLE I

PHILOSOPHY

A. Professional Recognition

The Hamilton Township Board of Education recognizes that the administrative/supervisory staff is a part of a profession which requires special educational qualifications and that the success of the educational program depends upon maximum utilization of these talents.

B. Support of Board of Education

The administrative/supervisory staff will work professionally and harmoniously with the staff under its supervision to further the cause of good education in this district while upholding Board policies. The administrative/supervisory staff will lend its professional knowledge to the Board in assisting in the development of Board policy; and will furthermore support the final Board policies and act as its representative.

C. Management Team Concept

The Board of Education and the HTASA recognize that the Hamilton Township School District can become more efficient in the administration of its schools through joint participation of all members of the management team, thereby bringing the best education to the children of Hamilton Township.

D. Major Decisions

The Board recognizes that the administrative/supervisory staff is part of the management team working with the Superintendent, Assistant Superintendents, Directors, and members of the Board of Education. As such, members of the administrative/supervisory staff who are directly affected and the Association will be consulted and have input on decisions affecting the administration of the schools. (i.e. new administrative positions, position titles and salary ratios, budget, schedule changes, building program, boundary changes, desegregation plans, school calendar, organizational changes and transfers, etc.)

E. Meetings

In keeping with the spirit of "Team Management" and the need to maintain communication, the Board of Education, the Superintendent or a committee thereof will meet with the Association Executive Board periodically as requested by either party. The Board and the Association heartily endorses the development of a management "Communication Committee" as a vehicle by which a common understanding can be facilitated. An attempt shall be made first to resolve concerns through normal administrative channels.

ARTICLE II
RECOGNITION

RECOGNITION OF ADMINISTRATIVE POSITIONS

The Hamilton Township Board of Education will meet with the representatives of the Hamilton Township Administrators'/Supervisors' Association to discuss salaries and fringe benefits for the following administrative and supervisory positions as listed.

- Principals
- Vice Principals (12 months)
- Vice Principals (10½ months)
- Coordinators
- Curriculum Supervisors (10½ months)
- Child Study Services Specialist
- Supervisor of Transportation
- Supervisor of Supplies and Equipment
- Purchasing Agent
- Personnel Assistant
- Comptroller
- Personnel Specialist
- Supervisor of Operations
- Supervisor of Maintenance
- Data Processing Manager
- Supervisor of Food Services
- Supervisor of Payroll
- Supervisor of Accounting
- Project Supervisor (AIM)
- Testing/Evaluation Specialist
- Athletic Directors (10½ months)

Upon completion of discussions, the final Agreement will be reduced to writing and ratified by the membership of the parties. Signatures affirm that the Agreement has been ratified by the parties. The Board will adopt same as Board policy.

The parties will meet after the September 1, 1996 date to begin discussions on a successor agreement.

The Board reserves the right to return to 10½ month positions any and all twelve (12) month positions in Article VIII. All employees returned to a 10½ month position will receive the salary and fringe benefits for that 10½ month position.

All current Vice Principals who were reduced to 10½ months due to budget constraints of the 1994-95 budget will return as 12 month administrators.

Effective January 1, 1995, the position of Athletic Director will become a supervisory position at the 77% (10½ month) level and will be entitled to all rights and privileges afforded by this agreement.

NOTE: ½ month constitutes 10 working days.

The Superintendent or his designee reserves the right to temporarily assign any administrative staff member to another assignment during the summer months (e.g. curriculum or screening committees and/or summer school, etc.) The Superintendent or his designee will consult with the administrative staff member and his or her supervisor before making these assignments. All administrative/supervisory positions available in summer positions are to be filled by regular qualified administrators, except when administrative internship experiences are desirable for teachers.

In recognizing the Association as the exclusive representative of the listed administrative/supervisory positions, it follows that the Board grants the Association similar rights granted to other employee groups, the access to public information, use of buildings and school equipment after school hours when they are not being utilized for the school program.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a claim by an employed administrator/supervisor that s/he has suffered a loss or injury as a result of misinterpretation, misapplication, or violation of this Agreement.

B. PROCEDURE

1. A grievance to be considered under this procedure must be initiated by the aggrieved within fourteen (14) calendar days of its occurrence.
2. Failure at any step of the procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
3. Failure at any step of the procedure to appeal a grievance in writing to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. Any administrator/supervisor who decides that s/he has a grievance shall discuss it with his/her immediate superior in an attempt to resolve the matter informally at that level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved, then s/he shall, within seven (7) calendar days of such discussion, set forth his/her grievance in writing to his/her immediate supervisor, specifying:
 - a. The nature of the grievance and date occurred.
 - b. The specific provisions of the Agreement being grieved.
 - c. The results of the previous discussions.
 - d. His/her dissatisfaction with decisions previously rendered.
 - e. Relief sought.
5. The immediate superior shall communicate his/her decision to the aggrieved in writing within seven (7) calendar days of receipt of the written grievance.
6. The aggrieved, no later than seven (7) calendar days after receipt of the immediate superior's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior as specified above and the grievant's dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed forty-five (45) calendar days, the Superintendent shall communicate his/her decision in writing to the grievant and the immediate superior.
7. If the aggrieved is dissatisfied with the decision of the Superintendent and review by the Board of Education is desired, the grievant shall file a request for the Board of Education to hear the particular issue. This request must be made no later than fifteen (15) calendar days after receipt of the Superintendent's decision. A copy of this request must

simultaneously be submitted by certified mail or receipted hand delivery to the Superintendent.

8. The Board of Education must schedule a meeting for the grievant to make a presentation and shall communicate its decision on the grievance to the aggrieved, in writing, within sixty (60) calendar days of receipt of the written grievance. Said decision on the grievance by the Board of Education is final.
9. A grievance may not be submitted to the Board of Education which pertains to:
 - a. Any matter for which a method of review is provided for, by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which according to law is beyond the scope of the Board's authority or limited by law to Board authority alone.
 - b. A grievance of an administrator/supervisor which arises by reason of his/her not being reemployed, or appointment to or lack of appointment to, retention in or lack of retention in any position.
 - c. A grievance that impinges upon its right to appoint, promote, assign, and involuntarily transfer any administrator/supervisor.

C. GENERAL REGULATIONS

1. All appeals taken past the immediate superior of the aggrieved party must be stated in writing.
2. All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed upon in writing by both parties.
3. The aggrieved party and his/her representatives shall have the right to be present at all hearings conducted at every step following the informal step of the grievance procedure.
4. There will be no suspension of a grievance procedure when schools are not in session except by mutual consent of the parties.
5. The aggrieved shall have the right to present the appeal or designate the Association to accompany him/her at any step in the appeal.
6. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personal file of any of the participants. However, an accidental filing will be removed immediately and no grievance will be initiated.
8. No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties of

interest and the designated or selected representatives contemplated in this Article.

9. As used in this Article, the term "administrator/supervisor" shall mean

- a. an individual administrator/supervisor,
- b. a group of administrators/supervisors having the same grievance, or
- c. the Association.

ARTICLE IV

BENEFITS

The administrative and supervisory staff shall be entitled to all rights, privileges, and benefits accorded other professional staff members and some accorded only to this group.

1. MEDICAL BENEFITS

Effective January 1, 1995, the Board of Education shall provide full coverage for Blue Cross/Blue Shield, Rider J, and Major Medical where the employee chooses the family or individual plan for the duration of this agreement. The administrator/supervisor will be responsible, through payroll deductions, to pay \$10 per pay period toward the cost of all medical benefits. This co-pay shall be equal to \$240 for 12-month and \$200 for 10½ month administrators/supervisors.

NOTE: Comparable HMO programs will apply under medical benefits in lieu of Blue Cross/Blue Shield Programs at the discretion of the insured. THE PARTIES ARE WILLING TO MUTUALLY EXPLORE AN ALTERNATIVE PLAN TO PROVIDE THESE BENEFITS.

Any administrator/supervisor who retires shall be allowed to remain as part of the group plans provided by the Hamilton Township Board of Education. The administrator/supervisor shall be responsible for payment of the group rate.

2. DENTAL PLAN

Effective July 1, 1988, the Board of Education shall pay the premium or 100% of the employees and dependents (three-party plan) cost for a dental program in accordance with the provisions of the district policy. 100% P&D, 60-40 Remaining Basic, 50-50 Prosthodontics, 50-50 Orthodontics as per Board group plan.

NOTE: Dependents are defined to be the employee's spouse and unmarried children. Dependent children are eligible for coverage from birth until age 19 or, if the covered child is enrolled full time at an accredited school, college or university coverage may be extended to the child's 23rd birthday unless otherwise indicated under Benefits and Program Specifications. An unmarried dependent child over the limiting age may continue to be covered if incapable of self-support because of a physical or mental handicap commencing prior to reaching the limiting age, provided a physician's certificate is submitted to NJDSP.

3. SICK LEAVE

- 3.1 All 12 month Administrators/Supervisors shall be entitled to twelve (12) sick leave days each school year.
- 3.2 All 10½ month Administrators/Supervisors shall be entitled to eleven (11) sick leave days each school year.
- 3.3 Any Administrator/Supervisor appointed from outside the district for a shorter term shall only be entitled to one (1) sick day for each month of his/her first year appointment.

- 3.4 Any Administrator/Supervisor promoted/transferred from a 10½ month position after July 1 will be given the appropriate number of prorated sick days and will retain their accumulated sick days.
- 3.5 Unused sick days shall be accumulated from year to year with no maximum limit.

4. TEMPORARY LEAVES OF ABSENCE

4.1 PERSONAL REASONS

Administrators/Supervisors shall be entitled to three (3) personal days in any school year (with full pay.) Any personal days not utilized during any school year shall accumulate to the employee's unused sick leave. Any Administrator/Supervisor appointed for a shorter term shall only be entitled to one (1) personal leave day for every 4 months for 12-month employees or one (1) personal leave day for every 3 months for 10½ month employees.

One (1) Family Illness day per year shall be granted - non-accumulative.

4.2 DEATH IN IMMEDIATE FAMILY

Death in immediate family including immediate in-laws. (Immediate family shall be interpreted to mean father, mother, husband, wife, brother, sister, child, grandfather, grandmother, and those related by blood or marriage permanently residing within the household of the employee.) Payroll provisions - five (5) consecutive week days, full pay in any school year.

4.3 ABSENCES NOT COVERED

Absences not covered by regulations. Payroll provision - no allowance - full pay deduction - prior (one (1) week) approval of Superintendent of Schools required for all contractual employees.

4.4 NOTE: Any emergency or other urgent reason beyond the provisions of the above Personal Leave Policy would necessitate the approval of the Superintendent of Schools and the Board of Education before additional days could be granted. (A court summons, necessitating a staff member to be in court through no fault of his/her own, would be an example of an extra day beyond the three (3) which may be approved for full pay or full pay less the cost of a substitute.

5. LEAVE OF ABSENCE

An administrator/supervisor may take a leave of absence for a one-year period without pay. All such requests must be made sixty (60) days before the leave is to take effect and must be approved by the Superintendent and the Board of Education.

NOTE: The time limits could be waived in emergency cases.

6. HOLIDAYS/VACATION DAYS

- 6.1 All 12-month administrators/supervisors will be granted eighteen (18) regular scheduled holidays. All 10½ month administrators/supervisors will be granted **seventeen (17)** regularly scheduled holidays.

- 6.2 Twelve-month administrators/supervisors will be granted twenty-seven (27) vacation days per year with appropriate approval. Unused vacation days may be carried over for a one-year period with the approval of the Superintendent.

Effective January 1, 1995, all employees hired after January 1, 1995 will be granted the following vacation schedule:

0 - 5 years	15 days
6 - 12 years	20 days
13 - 20 years	22 days
21 and up	25 days

- 6.3 All 10½ month administrators/supervisors will receive seven (7) vacation days to be taken at any time during the contract year with appropriate approval. Unused vacation days may be carried over for a one-year period with the approval of the Superintendent.

7. DUES

The Board of Education shall reimburse all association members yearly for up to \$430 in 1994-95 through 1996-97 for paid dues to the professional educational association of his/her choice.

8. CAR ALLOWANCE

Effective January 1, 1995, all administrators/supervisors will be reimbursed at the current I.R.S. rate per mile as submitted by voucher.

9. WASHINGTON NATIONAL

Effective January 1, 1995, the administrators/supervisors will be entitled to enroll in the Plan 1, Class B, 8th day coverage group disability program. The cost of such plan will be paid for in total by the subscribing administrator/supervisor through payroll deduction.

10. PRESCRIPTION PLAN

Effective January 1, 1995, the Board of Education shall provide full coverage for the N.J. State Health Benefits Prescription co-pay plan (\$5-\$1-\$0) the administrator/supervisor may choose either individual, parent and child, or family plan.

11. RETIREMENT

11.1 Any administrator/supervisor retiring on or after July 1, 1992 with 20 or more years of service in education, upon retirement in accordance with the TPAF and PERS regulations, shall receive 50% of the daily rate of pay for all accumulated unused sick days to a maximum of \$22,000 for the duration of this contract.

Effective July 1, 1988, upon retirement, the administrators/supervisors of record and those employed thereafter will receive a lifetime (employee and dependent) paid coverage in the Board's prescription and dental plans in accordance with the qualifications as follows:

The administrator/supervisor must have served 25 years of creditable service in TPAF and PERS with at least 10 years in Hamilton Township.

12. LONGEVITY

Effective for the duration of this contract, all administrators/supervisors who have completed the listed number of years* in Hamilton Township shall receive the additional cumulative amounts per year as listed below.

YEARS

15	\$1,125
20	\$1,125
25	\$1,125
30	\$1,125
35	\$1,125
40	\$1,125

*by June 30 of the preceding year.

Administrators/supervisors covered by the 1980-83 Agreement between the Hamilton Township Board of Education and the Hamilton Township Administrators'/Supervisors' Association and who were employed as of June 30, 1982, and reemployed for the 1982-83 school year will continue to receive longevity calculated on experience and military service granted at the date of hire, in addition to Hamilton Township experience.

Newly hired administrators/supervisors for the 1982-83 school year and thereafter will be granted credit for longevity only as specified in the first paragraph in Section 12, this Article for experience in Hamilton Township.

ARTICLE V

TRAINING LEVELS RECOGNIZED

It is agreed that the level of training will be a factor in the determination of administrative salaries. The cumulative figures agreed to are:

MA + 15	\$1,125
MA + 30	\$1,125
MA + 45	\$1,125
MA + 60	\$1,125
DOCTORATE	\$1,125

Credit for achieving a higher level of training will be recognized and approved by the Board of Education during the month of September, prorated and effective retroactive to September 1 for graduate credits earned prior to September 1 and during the month of January prorated and effective February 1 for graduate credits earned prior to February 1.

Credit for achieving the next higher level of training will be recognized and approved by the Board of Education upon recommendation by the Superintendent of Schools.

ARTICLE VI
PROMOTION POLICY

A notice of vacancy in all administrative/supervisory positions shall be sent to each administrator/supervisor three (3) weeks before the final date when applications must be submitted. The notice of vacancy shall set forth the title of the position, the salary range, and deadline for application. It is understood that the Board will not change the qualification for any position unless said position is readvertised.

When serving in an acting position which is rated higher for more than two (2) weeks, the administrator/supervisor will receive the raise and benefits of that position retroactive to the day of official assignment.

Any administrator/supervisor newly appointed to an administrative/supervisory position shall receive an increment on July 1.

Promotions within 10½ month to 10½ month or 12 month to 12 month position shall provide a minimum increase of \$1,000 and a maximum of \$2,000 in the year promoted. For an employee promoted from a 10½ month position to a 12 month position, the salary rate shall be a minimum of 10% and a maximum of 13%.

NOTE: This situation may create an off guide position placement for one year.

ARTICLE VII

BASE SALARY INFORMATION

Effective July 1, 1993, base salary rates shall be increased as follows to be distributed on mutually acceptable salary guides:

July 1, 1993 - no increase (0%). The Board shall pay a one time \$18,000 reimbursement for the elimination of Board paid Washington National Disability Insurance. This one time payment shall be divided equally among the administrators/supervisors enrolled as of July 1, 1994 and will be issued on or prior to December 23, 1994.

July 1, 1994 - 2.95% increase to the base will be made inclusive of increments. Employees hired after January 1, 1995 will be placed on the 1st step of a newly developed 7-step salary guide to be mutually agreed upon by the Association and the Board of Education. Retroactive checks and newly adjusted checks will be made available on or prior to December 23, 1994.

July 1, 1995 - 3.35% increase to the base will be made inclusive of increments.

July 1, 1996 - 3.35% increase to the base will be made inclusive of increments.

Administrators/Supervisors from outside of the Hamilton Township School System may be placed at the level determined by the Superintendent or his/her designee.

ARTICLE VIII

POSITION PLACEMENT WITHIN PERCENT SCHEDULE

Percent of Base

- 100% Principals - High School
- 94% Principals - Middle School
- 90% Coordinator of Curriculum and Funded Programs
Coordinator of Child Study Services
- 88% Vice Principals - High School
Principals - Elementary
- 86% Vice Principals - Middle School
- 83% Vice Principals (10½ months) - High School
- 82% Child Study Services Specialist
- 81% Vice Principals (10½ months) - Middle School
- 80% Project Supervisor (AIM)
- 77% Curriculum Supervisors (10½ months)
Athletic Directors (10½ months)
- 74% Data Processing Manager
Supervisor of Food Services
Supervisor of Maintenance
Personnel Assistant
Comptroller
- 60% Purchasing Agent
Supervisor of Operations
- 57% Supervisor of Transportation
Supervisor of Accounting
Supervisor of Payroll
Personnel Specialist
- 51% Testing Evaluation Specialist

These are the Basic Salary Guides which reflect the regular salary placement for an administrator/supervisor recommended for an adjustment and regular increment.

There will be written evaluations completed in accordance with the guidelines as established by the Board of Education/Administrators' Evaluation Committee for all administrators.

The Board of Education reserves the right to withhold any/or all increments and/or adjustments for inefficiency of other good cause.

ARTICLE IX

DURATION OF AGREEMENT

All benefits, privileges and procedures contained within this agreement shall be in effect for the period of time beginning July 1, 1993 to June 30, 1994 and July 1, 1994 to June 30, 1997.

In witness whereof, the Association after ratification by its membership has caused this agreement to be signed by its President and its Secretary and the Board after ratification in public meeting has caused this Agreement to be signed by its President and attested by its Secretary all on the date and year written herewith.

HAMILTON TOWNSHIP ADMINISTRATORS'/SUPERVISORS' ASSOCIATION

BY:

Anthony A. Culotta
President

1/18/95
Date

ATTEST:
Richard J. Koshner
President

1-18-95
Date

ATTEST:
Angelaugh
Board Secretary

1/18/95
Date